

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

<b>TIA SAUCIER</b>	<b>§</b>	<b>PLAINTIFF</b>
	<b>§</b>	
<b>v.</b>	<b>§</b>	<b>Civil Action No. 1:04CV686HSORHW</b>
	<b>§</b>	
	<b>§</b>	
<b>COLDWELL BANKER JME., et al.</b>	<b>§</b>	<b>DEFENDANTS</b>

**ORDER GRANTING IN PART, AND DENYING IN PART, DEFENDANTS' MOTION  
FOR JUDGMENT AS A MATTER OF LAW PURSUANT TO RULE 50 OF THE  
FEDERAL RULES OF CIVIL PROCEDURE**

BEFORE THIS COURT is the Motion of the Defendants, Coldwell Banker JME Realty (“JME”), Joseph M. Endry (“Endry”), and Clara Plummer (“Plummer”), for Judgment as a Matter of Law pursuant to FED. R. CIV. P. 50, after Plaintiff was fully heard on her claims of conspiracy, misrepresentation, breach of written contract, and breach of oral contract. The Court having considered said Motion, the evidence in the record, arguments of counsel and the relevant legal authorities finds as follows:

I.

Rule 50(a)(1) of the Federal Rules of Civil Procedure states that:

If during a trial by jury a party has been fully heard on an issue and there is no legally sufficient evidentiary basis for a reasonable jury to find for that party on that issue, the court may determine the issue against that party and may grant a motion for judgment as a matter of law against that party with respect to a claim or defense that cannot under the controlling law be maintained or defeated without a favorable finding on that issue.

FED. R. CIV. P. 50(a)(1).

II.

Having reviewed all of the evidence in the light and with all reasonable inferences most favorable to the non-moving party, the Court is of the opinion that there is no legally sufficient evidence of such quality and weight that reasonable and fair minded jurors in the exercise of impartial judgment might find for the Plaintiff on her claims of breach or written contract against Defendant JME, and her claims for conspiracy and misrepresentation, as outlined above, against Defendants. Nor is the Court of the opinion that there is legally sufficient evidence of such quality and weight that reasonable and fair minded jurors in the exercise of impartial judgment might find for the Plaintiff on any claims asserted against Defendant Endry individually. Defendants' Motion is therefore granted in part, and denied in part, as stated herein.

**IT IS THEREFORE ORDERED AND ADJUDGED**, that the Motion of Defendants, Coldwell Banker JME Realty, Joseph M. Endry, and Clara Plummer, for Judgment as a Matter of Law pursuant to FED. R. CIV. P. 50(a) on the Plaintiff's claims of breach of written contract, conspiracy, and misrepresentation, should be and is hereby **GRANTED**.

**IT IS FURTHER ORDERED AND ADJUDGED**, that the Motion of Defendants, Coldwell Banker JME Realty, Joseph M. Endry, and Clara Plummer, for Judgment as a Matter of Law pursuant to FED. R. CIV. P. 50(a) on all claims of Plaintiff against Defendant Joseph M. Endry, individually are hereby **GRANTED**, and Joseph M. Endry is hereby terminated as a party in this case.

**IT IS FURTHER ORDERED AND ADJUDGED**, that the Motion of

Defendants, Coldwell Banker JME Realty, Joseph M. Endry, and Clara Plummer, for Judgment as a Matter of Law pursuant to FED. R. CIV. P. 50(a) on the Plaintiff's claims of breach of oral contract against Defendants Clara Plummer and JME Realty Company is hereby **DENIED**.

**SO ORDERED AND ADJUDGED**, this the 3<sup>rd</sup> day of October, 2007.

*s/ Halil Suleyman Ozerden*

HALIL SULEYMAN OZERDEN  
UNITED STATES DISTRICT JUDGE